

LOCATION AND AREA INFORMATION

Location and Services

The Condominium is located in Battery Park City on the tip of lower Manhattan in New York City.

New York City is the most populous city in the United States, as well as one of the principal urban centers of the world. Manhattan is the economic and recreational hub of New York City, containing numerous businesses, transportation facilities, cultural activities, park areas, educational facilities, medical centers and restaurants.

New York City is the nation's principal financial center. It is the home of the New York Stock Exchange, the American Stock Exchange and the NASDAQ. Manhattan is the corporate headquarters for a number of the largest banks. Many of the country's "Fortune 500" industrial corporations have their headquarters in Manhattan as do major law and accounting firms. Manhattan is also recognized as the national center of the advertising communications, broadcasting, publishing and garment industries. In the last several years, there has been substantial growth in the number of foreign banks and corporations that have offices in Manhattan.

Battery Park City, created and designed in accordance with Battery Park City Authority's 1979 Master Plan is acknowledged to be the most ambitious urban mixed-use community currently under development in the United States. It is also the single largest development in downtown New York. The Battery Park City Master Plan provides for the design of a street system that forms small and varied blocks, similar to those of lower Manhattan. When completed, it will include more than 14,000 residential units, 6,000,000 square feet of office space and 250,000 square feet of retail space and parking facilities. The Condominium is a part of the Battery Park City Development, which is currently under construction. The World Financial Center, is directly south from The Condominium. In addition, The Condominium is within easy walking distance from the South Street Seaport, Tribeca, and the southerly part of SoHo. It is also a short distance from Chinatown, Little Italy and Greenwich Village.

The Condominium is served by excellent transportation facilities. In addition to the taxi, limousine and municipal bus services that are available throughout the city. The 1, 2, 3 and 9 subways are located to the east of the Condominium along West Broadway. The A, C and E subways are located further east on Church Street. The R and V subways are located at City Hall. Further east along Fulton Street is the entrance to the IRT 4 subway. The PATH trains are located at the World Trade Center Site. The Condominium is also well located for automobile travel to and from the city. West Street is connected to both the West Side Highway and the FDR Drive which in turn are both connected to most regional arteries including the New York State Thruway, Interstate 95 and the Henry Hudson Parkway. New York City is serviced by three major airports: John F. Kennedy International and Firello LaGuardia in New York and Liberty International in Newark, New Jersey; all three airports are located within easy access of the Condominium by car, train and helicopter.

The Battery Park City Authority Master Plan emphasizes open space. As a result, 30% of the land is dedicated to parks and recreational facilities. Rector Park, a landscaped park conceived in the tradition of Gramercy Park, is located to the north of the Condominium. The Battery Park Esplanade is located to the west of the Condominium. The World Financial Center has an esplanade along the North Cove, a stepped 3.5 acre plaza, tree shaded cafes, a courtyard, generous space for outdoor events, and a glass enclosed year-round 120 foot high Winter Garden.

To meet the needs of the burgeoning population of Battery Park City, the area is served by a rapidly expanding convenience shopping and retail network of stores. Within a few blocks from the Condominium one can find many stores including a Red Apple Supermarket, a Pathmark Drugstore, a Chemical Bank branch, a dry cleaner, a liquor store, a hair salon and a restaurant. These and other shops are located in Gateway Plaza. Major new convenience stores, retail space and restaurants are located in the World Financial Center. The major retail element of the World Financial Center is the Winter Garden with its enclosed Palm Court. Another important retail element of downtown New York is the South Street Seaport which has a large number of stores, restaurants and entertainment and cultural centers including the Seaport Museum. Nearby Tribeca also features excellent restaurants, night clubs and shops.

Educational facilities are available at Pace University located at Pace Plaza, New York Law School at 57 Worth Street, New York University School of Business at 100 Trinity Place. The local elementary middle schools are PS 234 located at 292 Greenwich Street, PS/IS 89 located in Battery Park City at 201 Warren Street and IS 70 at 17th Street between 8th and 9th Avenues. High Schools servicing the area include Stuyvesant High School located in Battery Park City at 325 Chambers Street, the High School of Leadership and Public Service at 90 Trinity Place and the High School of Economics and Finance at 100 Trinity Place. Private schools in the greater New York City area for the grade and high school levels include Trinity, Collegiate, Ethical Culture, Columbia Grammar, Claremont Academy, Dalton, St. Bernard's, Spence Girls' School, and the Stevenson School. The Juilliard School is at Lincoln Center. New York University is located in the Village and has many fine graduate schools. The Condominium is also within easy access of some of the city's best hospitals: NYU Downtown Hospital of the NYU Medical Center, located at Beekman and Gold Streets and St. Vincent's Hospital.

Police, fire, water, sanitation and snow removal are provided by the City of New York. The Property is in the 1st Police Precinct with headquarters located at 16 Ericson Place, New York, New York and primary fire protection is provided by the N.Y.F.D. Truck 15 located at 42 South Street, New York, New York.

Zoning and Use

The Property is located in the Special Battery Park District A1, R10 Equivalent which permits residential, commercial and hotel uses. Neither Sponsor nor Sponsor's principals own, in whole or in part, or have any option to acquire, in whole or in part, any adjacent areas which are not fully developed.

As more particularly set forth in the By-Laws, Residential Units may be used for residential purposes only. Residential Units may only be leased in accordance with the By-Laws and the Rules and Regulations.

Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, Sponsor may, without the permission of the Condominium Board, (1) grant permission for the use of any Unsold Residential Unit owned by it as a professional office or for any other purpose, provided such use is permitted by Law, and does not violate the then existing certificate of occupancy for such Residential Unit or any other governmental regulations and (2) use any Unsold Residential Units owned by it as models and sales and/or promotion offices in connection with the sale or rental of the Units, subject only to compliance with law.

The Commercial Units may be used for any lawful purposes, including, without limitation, use as a library, community center, eating and drinking establishments, department and other retail stores and outlets, health clubs, storage, theaters, banks, restaurants, commercial and professional offices and studios.

Notwithstanding the foregoing or anything contained in the By-Laws or the Rules and Regulations to the contrary, each Unit must be used in accordance with the requirements of the Lease and the BPCA Requirements.

SCHEDULE A - PRICES OF UNITS AND RELATED INFORMATION

SCHEDULE A

RIVERHOUSE ON ROCKEFELLER PARK
ONE & TWO RIVER TERRACE
NEW YORK, NY

OFFERING PRICES AND RELATED INFORMATION

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF CONDOMINIUM OPERATION COMMENCING NOVEMBER 1, 2007 - OCTOBER 31, 2008

(1) UNIT	(2) NO. BED- ROOMS	(3) NO. BATHS	(4) APPROX SQUARE FOOTAGE	(5) APPROX TERRACE FOOTAGE	(6) OFFERING PRICE	(7) % COMMON INTEREST	(8) % RESIDENTIAL COMMON INTEREST	(9) % COMMON INTEREST	(10) PROJECTED MONTHLY COMMON CHARGES W/ SPONSOR DISCOUNT	(11) PROJECTED MONTHLY PILOT DISCOUNT	(12) TOTAL MONTHLY CHARGES W/ SPONSOR DISCOUNT	(13) PROJECTED MONTHLY PILOT ASSESSMENT AT FULL	(14) PROJECTED MONTHLY PILOT CONTRIBUTION AT CLOSING
2A (RM)	3	2	1,017		\$ 925,000	0.2343%	0.2343%	0.2018%	\$ 714.66	\$ 1,034.58	\$ 1,034.58	\$ 1,331.00	\$ 15,233.61
3A	2	2	1,484		\$ 1,550,000	0.3419%	0.3419%	0.2844%	\$ 714.66	\$ 1,509.65	\$ 2,224.30	\$ 1,942.19	\$ 22,729.08
3B	1	1	865		\$ 870,000	0.1983%	0.1983%	0.1716%	\$ 416.56	\$ 879.85	\$ 1,296.51	\$ 1,132.07	\$ 13,456.98
3C	2	2	1,099		\$ 1,125,000	0.2532%	0.2532%	0.2181%	\$ 528.25	\$ 1,117.99	\$ 1,647.24	\$ 1,438.32	\$ 16,982.10
3D	2	2	1,427		\$ 1,800,000	0.3288%	0.3288%	0.2831%	\$ 687.21	\$ 1,431.68	\$ 2,138.87	\$ 1,867.59	\$ 21,875.26
3E	2	2	1,044		\$ 1,215,000	0.2405%	0.2405%	0.2071%	\$ 502.77	\$ 1,062.04	\$ 1,564.81	\$ 1,366.34	\$ 16,138.25
3F	1	1.5	823		\$ 930,000	0.1885%	0.1885%	0.1633%	\$ 396.34	\$ 837.22	\$ 1,233.56	\$ 1,077.10	\$ 12,827.65
3H	3	4	1,983		\$ 2,725,000	0.4568%	0.4568%	0.3935%	\$ 854.96	\$ 2,017.27	\$ 2,972.23	\$ 2,595.25	\$ 30,203.68
3J	3	3.5	1,842		\$ 2,440,000	0.4244%	0.4244%	0.3655%	\$ 867.06	\$ 1,873.83	\$ 2,760.80	\$ 2,410.72	\$ 28,081.62
3K	1	1	887		\$ 795,000	0.2043%	0.2043%	0.1760%	\$ 427.16	\$ 902.33	\$ 1,328.48	\$ 1,160.88	\$ 13,786.52
3L	3	4	2,095		\$ 2,425,000	0.4827%	0.4827%	0.4167%	\$ 1,008.90	\$ 2,131.20	\$ 3,140.11	\$ 2,741.83	\$ 31,881.34
3M	3	3	1,439		\$ 1,650,000	0.3315%	0.3315%	0.2855%	\$ 682.99	\$ 1,463.67	\$ 2,156.66	\$ 1,883.29	\$ 22,055.01
3N	2	2	1,558		\$ 1,825,000	0.3589%	0.3589%	0.3091%	\$ 750.30	\$ 1,584.92	\$ 2,335.22	\$ 2,039.03	\$ 23,837.63
3R	3	3	2,158		\$ 2,875,000	0.4867%	0.4867%	0.4278%	\$ 1,038.28	\$ 2,183.26	\$ 3,231.54	\$ 2,821.67	\$ 32,795.07
3S	2	2.5	1,320		\$ 1,820,000	0.3041%	0.3041%	0.2619%	\$ 635.88	\$ 1,342.81	\$ 1,978.49	\$ 1,727.55	\$ 20,272.49
3T	3	3.5	1,807		\$ 2,450,000	0.4163%	0.4163%	0.3555%	\$ 870.21	\$ 1,838.23	\$ 2,708.44	\$ 2,364.91	\$ 27,567.35
4A	2	2	1,484		\$ 1,570,000	0.3436%	0.3436%	0.2959%	\$ 718.23	\$ 1,577.19	\$ 2,235.43	\$ 1,951.90	\$ 22,840.22
4B	1	1	865		\$ 880,000	0.2003%	0.2003%	0.1725%	\$ 418.65	\$ 884.35	\$ 1,302.99	\$ 1,137.73	\$ 13,521.76
4C	2	2	1,099		\$ 1,145,000	0.2845%	0.2845%	0.2191%	\$ 531.80	\$ 1,123.58	\$ 1,655.48	\$ 1,445.51	\$ 17,044.41
4D	2	2	1,427		\$ 1,625,000	0.3304%	0.3304%	0.2846%	\$ 690.84	\$ 1,458.92	\$ 2,149.56	\$ 1,876.92	\$ 21,982.14
4E	2	2	1,044		\$ 1,240,000	0.2417%	0.2417%	0.2082%	\$ 505.28	\$ 1,067.35	\$ 1,572.63	\$ 1,373.17	\$ 16,216.44
4F	1	1.5	823		\$ 960,000	0.1908%	0.1908%	0.1641%	\$ 398.32	\$ 841.41	\$ 1,239.73	\$ 1,082.49	\$ 12,889.49
4H	3	4	1,983		\$ 2,775,000	0.4591%	0.4591%	0.3954%	\$ 859.74	\$ 2,027.36	\$ 2,987.10	\$ 2,608.23	\$ 30,352.20
4J	3	3.5	1,842		\$ 2,480,000	0.4265%	0.4265%	0.3673%	\$ 891.50	\$ 1,863.20	\$ 2,774.70	\$ 2,422.77	\$ 28,229.57
4K	1	1	887		\$ 795,000	0.2054%	0.2054%	0.1769%	\$ 429.29	\$ 906.84	\$ 1,336.13	\$ 1,168.67	\$ 13,852.95
4L	3	4	2,095		\$ 2,500,000	0.4851%	0.4851%	0.4178%	\$ 1,013.95	\$ 2,141.86	\$ 3,155.81	\$ 2,755.54	\$ 32,038.25
4M	3	3	1,449		\$ 1,675,000	0.3555%	0.3555%	0.2889%	\$ 701.29	\$ 1,481.41	\$ 2,182.70	\$ 1,905.86	\$ 22,313.33
4N	3	3	1,580		\$ 1,875,000	0.3658%	0.3658%	0.3151%	\$ 764.69	\$ 1,615.34	\$ 2,380.04	\$ 2,078.16	\$ 24,286.41
4R	3	3	2,158		\$ 2,915,000	0.4992%	0.4992%	0.4299%	\$ 1,043.47	\$ 2,204.23	\$ 3,247.69	\$ 2,835.77	\$ 32,956.55
4S	2	2.5	1,320		\$ 1,850,000	0.3056%	0.3056%	0.2632%	\$ 638.86	\$ 1,349.53	\$ 1,988.38	\$ 1,736.19	\$ 20,371.36
4T	3	3.5	1,807		\$ 2,490,000	0.4184%	0.4184%	0.3603%	\$ 874.56	\$ 1,847.42	\$ 2,721.98	\$ 2,376.74	\$ 27,702.68

The accompanying notes should be read in conjunction with this Schedule.

SCHEDULE A

RIVERHOUSE ON ROCKEFELLER PARK
ONE & TWO RIVER TERRACE
NEW YORK, NY

OFFERING PRICES AND RELATED INFORMATION

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF CONDOMINIUM OPERATION COMMENCING NOVEMBER 1, 2007 - OCTOBER 31, 2008

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5A	2	2	1,484		\$ 1,590,000	0.3453%	0.2874%	\$ 721.81	\$ 1,524.74	\$ 2,246.55	\$ 1,981.61	\$ 22,951.37
5B	1	1	865		\$ 890,000	0.2013%	0.1793%	\$ 420.73	\$ 886.75	\$ 1,308.48	\$ 1,143.38	\$ 13,585.56
5C	2	2	1,099		\$ 1,165,000	0.2257%	0.2022%	\$ 534.54	\$ 1,129.17	\$ 1,663.72	\$ 1,432.70	\$ 17,126.72
5D	2	2	1,427		\$ 1,650,000	0.3320%	0.2860%	\$ 694.08	\$ 1,466.18	\$ 2,160.26	\$ 1,886.26	\$ 22,089.02
5E	2	2	1,044		\$ 1,265,000	0.2429%	0.2092%	\$ 507.79	\$ 1,072.65	\$ 1,580.46	\$ 1,380.00	\$ 16,294.63
5F	1	1.5	823		\$ 970,000	0.1915%	0.1649%	\$ 400.30	\$ 845.59	\$ 1,245.90	\$ 1,087.87	\$ 12,951.13
5H	3	4	1,993		\$ 2,825,000	0.4814%	0.3974%	\$ 984.51	\$ 2,037.44	\$ 3,021.95	\$ 2,621.20	\$ 30,500.72
5I	3	3.5	1,842		\$ 2,520,000	0.4286%	0.3691%	\$ 895.93	\$ 1,892.57	\$ 2,788.50	\$ 2,434.83	\$ 28,367.53
5K	1	1	887		\$ 805,000	0.2084%	0.1778%	\$ 431.43	\$ 911.35	\$ 1,342.78	\$ 1,172.47	\$ 13,919.38
5L	3	4	2,095		\$ 2,550,000	0.4875%	0.4188%	\$ 1,018.99	\$ 2,152.52	\$ 3,171.51	\$ 2,769.25	\$ 32,195.16
5M	3	3	1,449		\$ 1,700,000	0.3372%	0.2904%	\$ 704.78	\$ 1,488.78	\$ 2,193.56	\$ 1,915.34	\$ 22,421.85
5N	3	3	1,580		\$ 1,895,000	0.3676%	0.3166%	\$ 768.50	\$ 1,623.38	\$ 2,391.88	\$ 2,088.50	\$ 24,403.75
5R	3	3	2,158		\$ 2,955,000	0.5017%	0.4321%	\$ 1,048.66	\$ 2,215.19	\$ 3,263.85	\$ 2,849.88	\$ 33,118.02
5S	2	2.5	1,320		\$ 1,880,000	0.3071%	0.2645%	\$ 642.04	\$ 1,356.24	\$ 1,998.28	\$ 1,744.83	\$ 20,470.22
5T	3	3.5	1,807		\$ 2,530,000	0.4205%	0.3621%	\$ 878.91	\$ 1,856.61	\$ 2,735.52	\$ 2,388.56	\$ 27,838.02
6A	2	2	1,484		\$ 1,610,000	0.3470%	0.2989%	\$ 725.38	\$ 1,532.29	\$ 2,257.67	\$ 1,971.32	\$ 23,062.51
6B	1	1	865		\$ 900,000	0.2023%	0.1742%	\$ 422.81	\$ 893.15	\$ 1,315.96	\$ 1,149.05	\$ 13,651.33
6C	2	2	1,099		\$ 1,165,000	0.2570%	0.2213%	\$ 537.19	\$ 1,134.76	\$ 1,671.95	\$ 1,458.89	\$ 17,209.03
6D	2	2	1,427		\$ 1,575,000	0.3337%	0.2874%	\$ 697.52	\$ 1,473.44	\$ 2,170.95	\$ 1,895.60	\$ 22,195.89
6E	2	2	1,044		\$ 1,290,000	0.2441%	0.2103%	\$ 510.31	\$ 1,077.97	\$ 1,598.28	\$ 1,386.83	\$ 16,372.82
6F	1	1.5	823		\$ 990,000	0.1924%	0.1657%	\$ 402.28	\$ 849.78	\$ 1,252.08	\$ 1,093.26	\$ 13,012.77
6H	3	4	1,983		\$ 2,875,000	0.4637%	0.3994%	\$ 959.29	\$ 2,047.63	\$ 3,016.82	\$ 2,634.18	\$ 30,649.23
6J	3	3.5	1,842		\$ 2,580,000	0.4307%	0.3710%	\$ 900.37	\$ 1,801.84	\$ 2,802.31	\$ 2,446.88	\$ 28,505.49
6K	1	1	887		\$ 815,000	0.2074%	0.1765%	\$ 433.57	\$ 916.88	\$ 1,349.43	\$ 1,178.27	\$ 13,985.81
6L	3	4	2,095		\$ 2,585,000	0.4899%	0.4218%	\$ 1,024.04	\$ 2,163.17	\$ 3,187.21	\$ 2,782.98	\$ 32,352.08
6M	3	3	1,449		\$ 1,725,000	0.3388%	0.2918%	\$ 708.27	\$ 1,498.15	\$ 2,204.42	\$ 1,924.83	\$ 22,530.38
6N	3	3	1,580		\$ 1,915,000	0.3695%	0.3182%	\$ 772.30	\$ 1,631.41	\$ 2,403.72	\$ 2,098.94	\$ 24,522.08
6R	3	3	2,156		\$ 2,995,000	0.5042%	0.4342%	\$ 1,053.85	\$ 2,226.16	\$ 3,280.01	\$ 2,863.99	\$ 33,279.60
6S	2	2.5	1,320		\$ 1,910,000	0.3087%	0.2658%	\$ 645.22	\$ 1,362.95	\$ 2,008.17	\$ 1,753.46	\$ 20,569.08
6T	3	3.5	1,807		\$ 2,570,000	0.4226%	0.3639%	\$ 883.26	\$ 1,866.80	\$ 2,749.06	\$ 2,400.39	\$ 27,973.36
7A	2	2	1,484		\$ 1,630,000	0.3467%	0.3003%	\$ 728.95	\$ 1,599.84	\$ 2,288.79	\$ 1,981.03	\$ 23,173.66

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7B	885		1	1	\$ 910,000	0.2033%	0.1751%	\$ 424.89	\$ 897.55	\$ 1,322.44	\$ 1,154.71	\$ 13,716.11
7C	1,059		2	2	\$ 1,205,000	0.2583%	0.2224%	\$ 539.84	\$ 1,140.35	\$ 1,680.19	\$ 1,467.08	\$ 17,291.34
7D	1,427		2	2	\$ 1,700,000	0.3353%	0.2888%	\$ 700.95	\$ 1,480.69	\$ 2,181.65	\$ 1,904.94	\$ 22,302.77
7E	1,914		3	3	\$ 2,300,000	0.4488%	0.3874%	\$ 940.17	\$ 1,988.02	\$ 2,928.19	\$ 2,585.05	\$ 29,743.62
7F	1,983		3	4	\$ 2,925,000	0.4680%	0.4013%	\$ 974.06	\$ 2,057.61	\$ 3,031.68	\$ 2,647.16	\$ 30,787.75
7G	1,842		3	3.5	\$ 2,600,000	0.4329%	0.3728%	\$ 904.80	\$ 1,911.31	\$ 2,816.11	\$ 2,458.93	\$ 28,643.45
7H	887		1	1	\$ 825,000	0.2084%	0.1795%	\$ 435.70	\$ 920.38	\$ 1,356.08	\$ 1,184.08	\$ 14,052.25
7I	2,095		3	4	\$ 2,620,000	0.4923%	0.4240%	\$ 1,029.08	\$ 2,173.83	\$ 3,202.91	\$ 2,796.67	\$ 32,508.97
7J	1,449		3	3	\$ 1,750,000	0.3405%	0.2933%	\$ 711.76	\$ 1,503.52	\$ 2,215.28	\$ 1,934.31	\$ 22,638.90
7K	1,580		3	3	\$ 1,935,000	0.3713%	0.3198%	\$ 778.11	\$ 1,639.45	\$ 2,415.56	\$ 2,109.18	\$ 24,640.42
7L	2,156		3	3	\$ 3,035,000	0.5066%	0.4303%	\$ 1,059.04	\$ 2,237.12	\$ 3,296.17	\$ 2,878.10	\$ 33,440.98
7M	1,320		2	2.5	\$ 1,840,000	0.3102%	0.2671%	\$ 648.39	\$ 1,369.67	\$ 2,018.08	\$ 1,762.10	\$ 20,667.94
7N	1,607		3	3.5	\$ 2,810,000	0.4246%	0.3657%	\$ 887.61	\$ 1,874.89	\$ 2,762.60	\$ 2,412.21	\$ 28,108.69
7O	1,884		2	2	\$ 1,650,000	0.3504%	0.3018%	\$ 732.53	\$ 1,547.39	\$ 2,279.91	\$ 1,980.74	\$ 23,284.80
7P	865		1	1	\$ 820,000	0.2043%	0.1759%	\$ 426.98	\$ 901.85	\$ 1,328.92	\$ 1,160.37	\$ 13,780.90
7Q	1,099		2	2	\$ 1,225,000	0.2586%	0.2335%	\$ 542.48	\$ 1,146.94	\$ 1,688.43	\$ 1,474.27	\$ 17,373.65
7R	1,427		2	2	\$ 1,725,000	0.3370%	0.2902%	\$ 704.39	\$ 1,487.95	\$ 2,192.34	\$ 1,914.28	\$ 22,409.65
7S	1,914		3	3	\$ 2,335,000	0.4520%	0.3893%	\$ 944.78	\$ 1,995.76	\$ 2,940.53	\$ 2,567.57	\$ 29,888.87
7T	1,983		3	4	\$ 2,975,000	0.4883%	0.4033%	\$ 978.84	\$ 2,057.70	\$ 3,046.54	\$ 2,680.13	\$ 30,946.27
7U	1,842		3	3.5	\$ 2,640,000	0.4350%	0.3746%	\$ 909.24	\$ 1,920.68	\$ 2,829.92	\$ 2,470.99	\$ 28,781.41
7V	887		1	1	\$ 835,000	0.2095%	0.1804%	\$ 437.84	\$ 924.89	\$ 1,362.72	\$ 1,189.88	\$ 14,118.68
7W	2,095		3	4	\$ 2,655,000	0.4947%	0.4261%	\$ 1,034.12	\$ 2,184.43	\$ 3,218.81	\$ 2,810.38	\$ 32,665.88
7X	1,449		3	3	\$ 1,775,000	0.3422%	0.2947%	\$ 715.25	\$ 1,510.89	\$ 2,228.14	\$ 1,943.79	\$ 22,747.43
7Y	1,580		3	3	\$ 1,955,000	0.3731%	0.3213%	\$ 779.91	\$ 1,647.49	\$ 2,427.40	\$ 2,119.52	\$ 24,758.75
7Z	2,156		3	3	\$ 3,075,000	0.5091%	0.4385%	\$ 1,064.23	\$ 2,248.09	\$ 3,312.32	\$ 2,892.21	\$ 33,802.45
7AA	1,320		2	2.5	\$ 1,970,000	0.3117%	0.2686%	\$ 661.57	\$ 1,376.38	\$ 2,027.95	\$ 1,770.74	\$ 20,766.81
7AB	1,807		3	3.5	\$ 2,650,000	0.4267%	0.3676%	\$ 891.99	\$ 1,884.18	\$ 2,776.15	\$ 2,424.03	\$ 28,244.03
7AC	1,484		2	2	\$ 1,670,000	0.3521%	0.3033%	\$ 736.10	\$ 1,554.94	\$ 2,291.03	\$ 2,000.45	\$ 23,395.85
7AD	865		1	1	\$ 830,000	0.2055%	0.1768%	\$ 429.06	\$ 906.35	\$ 1,335.41	\$ 1,166.03	\$ 13,645.68
7AE	1,099		2	2	\$ 1,245,000	0.2608%	0.2246%	\$ 545.13	\$ 1,151.53	\$ 1,696.66	\$ 1,481.47	\$ 17,455.98
7AF	1,427		2	2	\$ 1,750,000	0.3366%	0.2918%	\$ 707.93	\$ 1,495.21	\$ 2,203.04	\$ 1,923.61	\$ 22,516.52

The accompanying notes should be read in conjunction with this Schedule.

SCHEDULE A

RIVERHOUSE ON ROCKEFELLER PARK
ONE & TWO RIVER TERRACE
NEW YORK, NY

OFFERING PRICES AND RELATED INFORMATION

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF CONDOMINIUM OPERATION COMMENCING NOVEMBER 1, 2007 - OCTOBER 31, 2008

(1) UNIT	(2) NO. BED- ROOMS	(3) NO. BATHS	(4) APPROX UNIT FOOTAGE	(5) APPROX TERRACE FOOTAGE	(6) OFFERING PRICE	(7) % RESIDENTIAL COMMON INTEREST	(8) % COMMON INTEREST	(9) PROJECTED MONTHLY COMMON CHARGES W/ SPONSOR DISCOUNT	(10) PROJECTED MONTHLY PILOT	(11) TOTAL MONTHLY CHARGES W/ SPONSOR DISCOUNT	(12) PROJECTED MONTHLY PILOT ASSESSMENT AT FULL	(13) CONTRIBUTION SECURITY FUND	(14) AT CLOSING
9F	3	3	1,914		\$ 2,370,000	0.4542%	0.3912%	\$ 949.39	\$ 2,005.49	\$ 2,954.88	\$ 2,580.10	\$ 30,030.22	
9H	3	4	1,983		\$ 3,025,000	0.4706%	0.4053%	\$ 993.61	\$ 2,077.79	\$ 3,061.40	\$ 2,673.11	\$ 31,094.79	
9J	3	3.5	1,842		\$ 2,660,000	0.4371%	0.3764%	\$ 913.67	\$ 1,930.05	\$ 2,843.72	\$ 2,483.04	\$ 28,919.37	
9K	1	1	887		\$ 845,000	0.2105%	0.1813%	\$ 439.97	\$ 929.40	\$ 1,369.37	\$ 1,195.69	\$ 14,185.11	
9L	3	4	2,085		\$ 2,680,000	0.4871%	0.4281%	\$ 1,039.17	\$ 2,195.14	\$ 3,234.31	\$ 2,824.09	\$ 32,822.79	
9M	3	3	1,449		\$ 1,800,000	0.3438%	0.2961%	\$ 718.74	\$ 1,518.28	\$ 2,237.00	\$ 1,953.27	\$ 22,855.95	
9N	3	3	1,580		\$ 1,975,000	0.3748%	0.3228%	\$ 783.72	\$ 1,655.52	\$ 2,439.24	\$ 2,128.88	\$ 24,877.09	
9R	3	3	2,158		\$ 3,115,000	0.5119%	0.4406%	\$ 1,059.43	\$ 2,259.08	\$ 3,328.48	\$ 2,906.32	\$ 33,763.83	
9S	2	2.5	1,320		\$ 2,000,000	0.3132%	0.2698%	\$ 654.75	\$ 1,383.10	\$ 2,037.85	\$ 1,779.38	\$ 20,865.67	
9T	3	3.5	1,807		\$ 2,690,000	0.4288%	0.3693%	\$ 896.31	\$ 1,853.37	\$ 2,749.69	\$ 2,435.86	\$ 28,379.37	
10A	2	2	1,484		\$ 1,680,000	0.3539%	0.3048%	\$ 739.67	\$ 1,562.48	\$ 2,302.16	\$ 2,010.16	\$ 23,507.09	
10B	1	1	885		\$ 940,000	0.2053%	0.1776%	\$ 431.14	\$ 910.75	\$ 1,341.89	\$ 1,171.69	\$ 13,910.47	
10C	2	2	1,099		\$ 1,265,000	0.2821%	0.2357%	\$ 547.78	\$ 1,157.12	\$ 1,704.90	\$ 1,488.66	\$ 17,538.27	
10D	2	2	1,427		\$ 1,775,000	0.3403%	0.2930%	\$ 711.28	\$ 1,502.47	\$ 2,213.73	\$ 1,932.85	\$ 22,823.40	
10E	3	3	1,914		\$ 2,405,000	0.4584%	0.3931%	\$ 964.00	\$ 2,015.22	\$ 2,969.22	\$ 2,592.62	\$ 30,173.57	
10F	3	4	1,983		\$ 3,075,000	0.4728%	0.4072%	\$ 988.39	\$ 2,087.87	\$ 3,076.26	\$ 2,688.08	\$ 31,243.31	
10G	3	3.5	1,842		\$ 2,720,000	0.4392%	0.3783%	\$ 918.11	\$ 1,939.42	\$ 2,857.53	\$ 2,495.09	\$ 29,057.32	
10H	1	1	887		\$ 855,000	0.2115%	0.1822%	\$ 442.11	\$ 939.91	\$ 1,376.02	\$ 1,201.49	\$ 14,251.54	
10I	3	4	2,095		\$ 2,725,000	0.4995%	0.4302%	\$ 1,044.21	\$ 2,205.80	\$ 3,250.01	\$ 2,837.80	\$ 32,979.89	
10J	3	3	1,449		\$ 1,825,000	0.3455%	0.2976%	\$ 722.23	\$ 1,525.83	\$ 2,247.86	\$ 1,962.75	\$ 22,964.47	
10K	3	3	1,580		\$ 1,995,000	0.3787%	0.3245%	\$ 787.62	\$ 1,663.58	\$ 2,451.08	\$ 2,140.20	\$ 24,995.42	
10L	3	3	2,156		\$ 3,155,000	0.5141%	0.4428%	\$ 1,074.82	\$ 2,270.02	\$ 3,344.84	\$ 2,920.42	\$ 33,925.40	
10M	2	2.5	1,320		\$ 2,030,000	0.3147%	0.2711%	\$ 657.93	\$ 1,389.81	\$ 2,047.74	\$ 1,788.01	\$ 20,964.53	
10N	3	3.5	1,807		\$ 2,730,000	0.4309%	0.3711%	\$ 900.66	\$ 1,902.57	\$ 2,803.23	\$ 2,447.88	\$ 28,514.70	
11A	2	2	1,484		\$ 1,710,000	0.3556%	0.3062%	\$ 743.24	\$ 1,570.03	\$ 2,313.28	\$ 2,019.87	\$ 23,618.24	
11B	1	1	885		\$ 950,000	0.2073%	0.1785%	\$ 433.23	\$ 915.15	\$ 1,348.37	\$ 1,177.35	\$ 13,975.25	
11C	2	2	1,099		\$ 1,285,000	0.2633%	0.2288%	\$ 550.42	\$ 1,162.71	\$ 1,713.13	\$ 1,495.85	\$ 17,620.68	
11D	2	2	1,427		\$ 1,800,000	0.3419%	0.2945%	\$ 714.70	\$ 1,609.73	\$ 2,224.42	\$ 1,942.29	\$ 22,730.28	
11E	3	3	1,914		\$ 2,440,000	0.4586%	0.3950%	\$ 988.61	\$ 2,024.96	\$ 2,983.57	\$ 2,605.15	\$ 30,316.92	
11F	3	4	1,983		\$ 3,125,000	0.4751%	0.4092%	\$ 993.16	\$ 2,097.96	\$ 3,081.12	\$ 2,698.06	\$ 31,391.83	
11G	3	3.5	1,842		\$ 2,760,000	0.4413%	0.3801%	\$ 922.55	\$ 1,948.79	\$ 2,871.33	\$ 2,507.15	\$ 29,195.28	

The accompanying notes should be read in conjunction with this Schedule.

SCHEDULE A

RIVERHOUSE ON ROCKEFELLER PARK
ONE & TWO RIVER TERRACE
NEW YORK, NY

OFFERING PRICES AND RELATED INFORMATION

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF CONDOMINIUM OPERATION COMMENCING NOVEMBER 1, 2007 - OCTOBER 31, 2008

(1) UNIT	(2) NO. BED- ROOMS	(3) NO. BATHS	(4) APPROX UNIT FOOTAGE	(5) APPROX TERRACE FOOTAGE	(6) OFFERING PRICE	(7) RESIDENTIAL COMMON INTEREST		(8) % COMMON INTEREST	(9) PROJECTED MONTHLY COMMON CHARGES		(10) PROJECTED MONTHLY PILOT	(11) TOTAL MONTHLY CHARGES W/ SPONSOR DISCOUNT		(12) PROJECTED MONTHLY PILOT ASSESSMENT	(13) PROJECTED MONTHLY PILOT ASSESSMENT	(14) SECURITY FUND CONTRIBUTION AT CLOSING
						(7A) COMMON INTEREST	(7B) RESIDENTIAL COMMON INTEREST		(9A) W/ SPONSOR DISCOUNT	(9B) MONTHLY CHARGES		(11A) W/ SPONSOR DISCOUNT	(11B) TOTAL MONTHLY CHARGES			
11K	1	1	887		\$ 865,000	0.2125%	0.1800%	0.1800%	\$ 444.24	\$ 938.42	\$ 938.42	\$ 1,382.67	\$ 1,382.67	\$ 1,207.30	\$ 1,207.30	\$ 14,317.98
11L	3	4	2,095		\$ 2,780,000	0.6020%	0.4323%	0.4323%	\$ 1,048.26	\$ 2,216.45	\$ 2,216.45	\$ 3,285.71	\$ 3,285.71	\$ 2,851.51	\$ 2,851.51	\$ 33,136.60
11M	3	3	1,449		\$ 1,850,000	0.3472%	0.2900%	0.2900%	\$ 725.72	\$ 1,533.00	\$ 1,533.00	\$ 2,288.72	\$ 2,288.72	\$ 1,972.23	\$ 1,972.23	\$ 23,073.00
11N	3	3	1,580		\$ 2,015,000	0.3786%	0.3260%	0.3260%	\$ 791.33	\$ 1,671.80	\$ 1,671.80	\$ 2,462.92	\$ 2,462.92	\$ 2,150.54	\$ 2,150.54	\$ 25,113.76
11R	3	3	2,156		\$ 3,195,000	0.5168%	0.4449%	0.4449%	\$ 1,079.81	\$ 2,280.89	\$ 2,280.89	\$ 3,360.80	\$ 3,360.80	\$ 2,934.53	\$ 2,934.53	\$ 34,086.88
11S	2	2.5	1,320		\$ 2,080,000	0.3163%	0.2724%	0.2724%	\$ 861.11	\$ 1,396.52	\$ 1,396.52	\$ 2,057.63	\$ 2,057.63	\$ 1,786.65	\$ 1,786.65	\$ 21,083.39
11T	3	3.5	1,807		\$ 2,770,000	0.4330%	0.3729%	0.3729%	\$ 905.02	\$ 1,911.76	\$ 1,911.76	\$ 2,816.77	\$ 2,816.77	\$ 2,459.51	\$ 2,459.51	\$ 28,650.04
12A	2	2	1,484		\$ 1,730,000	0.3573%	0.3077%	0.3077%	\$ 746.82	\$ 1,577.58	\$ 1,577.58	\$ 2,324.40	\$ 2,324.40	\$ 2,029.58	\$ 2,029.58	\$ 23,729.39
12B	1	1	865		\$ 960,000	0.2062%	0.1794%	0.1794%	\$ 435.31	\$ 919.55	\$ 919.55	\$ 1,354.85	\$ 1,354.85	\$ 1,183.01	\$ 1,183.01	\$ 14,040.04
12C	2	2	1,099		\$ 1,305,000	0.2646%	0.2279%	0.2279%	\$ 553.07	\$ 1,168.30	\$ 1,168.30	\$ 1,721.37	\$ 1,721.37	\$ 1,503.04	\$ 1,503.04	\$ 17,702.89
12D	2	2	1,427		\$ 1,825,000	0.3435%	0.2959%	0.2959%	\$ 716.13	\$ 1,516.99	\$ 1,516.99	\$ 2,236.12	\$ 2,236.12	\$ 1,951.63	\$ 1,951.63	\$ 22,837.15
12E	3	3	1,914		\$ 2,475,000	0.4608%	0.3959%	0.3959%	\$ 963.21	\$ 2,034.70	\$ 2,034.70	\$ 2,997.91	\$ 2,997.91	\$ 2,617.67	\$ 2,617.67	\$ 30,460.27
12F	3	4	1,983		\$ 3,175,000	0.4774%	0.4112%	0.4112%	\$ 987.94	\$ 2,108.09	\$ 2,108.09	\$ 3,105.98	\$ 3,105.98	\$ 2,712.04	\$ 2,712.04	\$ 31,540.34
12J	3	3.5	1,642		\$ 2,800,000	0.4435%	0.3819%	0.3819%	\$ 926.98	\$ 1,958.16	\$ 1,958.16	\$ 2,885.14	\$ 2,885.14	\$ 2,519.20	\$ 2,519.20	\$ 29,333.24
12K	1	1	887		\$ 875,000	0.2135%	0.1838%	0.1838%	\$ 446.38	\$ 942.93	\$ 942.93	\$ 1,389.31	\$ 1,389.31	\$ 1,213.10	\$ 1,213.10	\$ 14,384.41
12L	3	4	2,095		\$ 2,795,000	0.5044%	0.4344%	0.4344%	\$ 1,054.30	\$ 2,227.11	\$ 2,227.11	\$ 3,281.41	\$ 3,281.41	\$ 2,885.21	\$ 2,885.21	\$ 33,293.61
12M	3	3	1,449		\$ 1,875,000	0.3488%	0.3004%	0.3004%	\$ 729.20	\$ 1,540.37	\$ 1,540.37	\$ 2,269.58	\$ 2,269.58	\$ 1,981.72	\$ 1,981.72	\$ 23,181.52
12N	3	3	1,580		\$ 2,035,000	0.3804%	0.3276%	0.3276%	\$ 795.13	\$ 1,878.63	\$ 1,878.63	\$ 2,474.76	\$ 2,474.76	\$ 2,160.88	\$ 2,160.88	\$ 25,232.09
12R	3	3	2,156		\$ 3,235,000	0.5191%	0.4470%	0.4470%	\$ 1,085.00	\$ 2,291.96	\$ 2,291.96	\$ 3,376.96	\$ 3,376.96	\$ 2,948.64	\$ 2,948.64	\$ 34,248.35
12S	2	2.5	1,320		\$ 2,090,000	0.3178%	0.2737%	0.2737%	\$ 664.29	\$ 1,403.24	\$ 1,403.24	\$ 2,087.52	\$ 2,087.52	\$ 1,805.29	\$ 1,805.29	\$ 21,162.26
12T	3	3.5	1,807		\$ 2,810,000	0.4350%	0.3747%	0.3747%	\$ 908.37	\$ 1,920.95	\$ 1,920.95	\$ 2,830.31	\$ 2,830.31	\$ 2,471.33	\$ 2,471.33	\$ 28,785.38
14A	2	2	1,484		\$ 1,750,000	0.3680%	0.3082%	0.3082%	\$ 750.39	\$ 1,585.13	\$ 1,585.13	\$ 2,335.62	\$ 2,335.62	\$ 2,039.30	\$ 2,039.30	\$ 23,840.53
14B	1	1	865		\$ 890,000	0.2092%	0.1802%	0.1802%	\$ 437.39	\$ 923.95	\$ 923.95	\$ 1,361.34	\$ 1,361.34	\$ 1,188.67	\$ 1,188.67	\$ 14,104.82
14C	2	2	1,099		\$ 1,325,000	0.2656%	0.2290%	0.2290%	\$ 555.71	\$ 1,173.89	\$ 1,173.89	\$ 1,729.61	\$ 1,729.61	\$ 1,510.23	\$ 1,510.23	\$ 17,795.20
14D	3	3	2,341		\$ 3,050,000	0.5663%	0.4877%	0.4877%	\$ 1,183.74	\$ 2,600.63	\$ 2,600.63	\$ 3,864.27	\$ 3,864.27	\$ 3,216.97	\$ 3,216.97	\$ 37,319.53
14E	3	3	2,226		\$ 2,850,000	0.5385%	0.4638%	0.4638%	\$ 1,125.59	\$ 2,377.69	\$ 2,377.69	\$ 3,503.28	\$ 3,503.28	\$ 3,088.94	\$ 3,088.94	\$ 35,510.80
14F	3	3	1,910		\$ 2,500,000	0.4620%	0.3979%	0.3979%	\$ 965.80	\$ 2,040.16	\$ 2,040.16	\$ 3,005.95	\$ 3,005.95	\$ 2,624.70	\$ 2,624.70	\$ 30,540.71
14G	3	3	1,847		\$ 2,450,000	0.4710%	0.4056%	0.4056%	\$ 984.51	\$ 2,079.68	\$ 2,079.68	\$ 3,064.19	\$ 3,064.19	\$ 2,675.54	\$ 2,675.54	\$ 31,122.65
14H	4	4	2,613		\$ 4,180,000	0.6321%	0.5444%	0.5444%	\$ 1,321.28	\$ 2,791.06	\$ 2,791.06	\$ 4,112.34	\$ 4,112.34	\$ 3,690.76	\$ 3,690.76	\$ 41,597.58
14J	3	3.5	1,842		\$ 2,840,000	0.4456%	0.3838%	0.3838%	\$ 831.42	\$ 1,967.52	\$ 1,967.52	\$ 2,898.94	\$ 2,898.94	\$ 2,531.25	\$ 2,531.25	\$ 29,471.20
14K	1	1	887		\$ 895,000	0.2146%	0.1848%	0.1848%	\$ 448.52	\$ 947.45	\$ 947.45	\$ 1,385.96	\$ 1,385.96	\$ 1,218.80	\$ 1,218.80	\$ 14,450.84

The accompanying notes should be read in conjunction with this Schedule.

SCHEDULE A

RIVERHOUSE ON ROCKEFELLER PARK
ONE & TWO RIVER TERRACE
NEW YORK, NY

OFFERING PRICES AND RELATED INFORMATION

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF CONDOMINIUM OPERATION COMMENCING NOVEMBER 1, 2007 - OCTOBER 31, 2008

(1) UNIT	(2) APPROX UNIT FOOTAGE	(3) APPROX TERRACE FOOTAGE	(4) NO. BED- ROOMS	(5) NO. BATHS	(6) PRICE OFFERING	(7) % RESIDENTIAL COMMON INTEREST	(8) % COMMON INTEREST	(9) PROJECTED MONTHLY COMMON CHARGES W/ SPONSOR DISCOUNT	(10) PROJECTED MONTHLY PILOT	(11) PROJECTED TOTAL MONTHLY CHARGES W/ SPONSOR DISCOUNT	(12) PROJECTED MONTHLY PILOT AT FULL ASSESSMENT	(13) SECURITY FUND CONTRIBUTION AT CLOSING
14L	3	2,095	3	3.5	\$ 3,225,000	0.5777%	0.4975%	\$ 1,207.50	\$ 2,550.73	\$ 3,758.24	\$ 3,281.56	\$ 38,058.75
14M	3	1,449	3	3	\$ 2,225,000	0.3880%	0.3342%	\$ 811.07	\$ 1,713.31	\$ 2,524.38	\$ 2,204.20	\$ 25,727.90
14N	3	1,580	3	3	\$ 2,500,000	0.4215%	0.3630%	\$ 881.10	\$ 1,861.24	\$ 2,742.35	\$ 2,384.52	\$ 27,806.26
14R	3	2,166	3	3	\$ 3,275,000	0.5215%	0.4482%	\$ 1,090.19	\$ 2,302.92	\$ 3,393.11	\$ 2,962.76	\$ 34,409.83
14S	2	1,320	2	2.5	\$ 2,120,000	0.3193%	0.2760%	\$ 687.46	\$ 1,409.95	\$ 2,077.42	\$ 1,813.93	\$ 21,261.12
14T	3	1,807	3	3.5	\$ 2,850,000	0.4371%	0.3765%	\$ 913.72	\$ 1,830.14	\$ 2,743.86	\$ 2,483.16	\$ 28,920.71
15A	2	1,524	2	2	\$ 1,770,000	0.3704%	0.3190%	\$ 774.29	\$ 1,635.61	\$ 2,409.99	\$ 2,104.24	\$ 24,583.80
15C	2	1,194	2	2	\$ 1,625,000	0.3094%	0.2665%	\$ 646.76	\$ 1,366.22	\$ 2,012.98	\$ 1,757.67	\$ 20,617.24
15J	2	1,584	2	2.5	\$ 2,375,000	0.3850%	0.3316%	\$ 804.77	\$ 1,700.00	\$ 2,504.77	\$ 2,187.08	\$ 25,531.98
15K	1	867	1	1	\$ 895,000	0.2156%	0.1857%	\$ 450.65	\$ 961.96	\$ 1,402.61	\$ 1,224.71	\$ 14,517.28
15R	3	2,156	3	3	\$ 3,315,000	0.5240%	0.4513%	\$ 1,095.38	\$ 2,313.89	\$ 3,409.27	\$ 2,976.86	\$ 34,571.30
15S	2	1,320	2	2.5	\$ 2,150,000	0.3208%	0.2763%	\$ 670.84	\$ 1,416.67	\$ 2,087.51	\$ 1,822.57	\$ 21,359.88
15T	3	1,807	3	3.5	\$ 2,910,000	0.4392%	0.3763%	\$ 916.07	\$ 1,939.33	\$ 2,857.40	\$ 2,494.98	\$ 29,055.05
16A	3	1,539	3	3	\$ 2,400,000	0.3897%	0.3356%	\$ 814.58	\$ 1,720.73	\$ 2,538.31	\$ 2,213.74	\$ 25,837.18
16B	2	1,439	2	2.5	\$ 2,275,000	0.3778%	0.3254%	\$ 789.83	\$ 1,668.43	\$ 2,458.25	\$ 2,146.48	\$ 25,067.10
16C	1	985	1	2	\$ 1,450,000	0.2479%	0.2135%	\$ 518.26	\$ 1,094.76	\$ 1,613.02	\$ 1,408.43	\$ 16,620.05
16D	3	1,985	3	4	\$ 3,225,000	0.5219%	0.4495%	\$ 1,091.00	\$ 2,304.64	\$ 3,395.64	\$ 2,864.95	\$ 34,435.07
16E	2	1,580	2	2.5	\$ 2,700,000	0.4032%	0.3472%	\$ 842.79	\$ 1,780.30	\$ 2,623.09	\$ 2,290.39	\$ 26,714.43
16F	1	1,072	1	2	\$ 1,250,000	0.2618%	0.2255%	\$ 547.22	\$ 1,155.96	\$ 1,703.18	\$ 1,487.16	\$ 17,521.12
River House 1	3	2,590	3	3	\$ 5,250,000	0.7286%	0.6275%	\$ 1,523.12	\$ 3,217.44	\$ 4,740.58	\$ 4,139.29	\$ 47,875.83
River House 2	2	2,327	2	3	\$ 4,250,000	0.8344%	0.5464%	\$ 1,326.18	\$ 2,801.41	\$ 4,127.59	\$ 3,604.07	\$ 41,749.97
17A	3	1,587	3	3	\$ 2,000,000	0.3912%	0.3369%	\$ 617.76	\$ 1,727.44	\$ 2,545.19	\$ 2,222.38	\$ 25,935.97
17B	2	1,439	2	2.5	\$ 1,775,000	0.3547%	0.3055%	\$ 741.50	\$ 1,588.34	\$ 2,307.84	\$ 2,015.12	\$ 23,983.87
17C	3	1,930	3	3.5	\$ 2,650,000	0.4759%	0.4097%	\$ 994.50	\$ 2,100.79	\$ 3,095.29	\$ 2,702.70	\$ 31,493.47
17D	3	1,985	3	4	\$ 2,925,000	0.4693%	0.4214%	\$ 1,022.84	\$ 2,160.66	\$ 3,183.60	\$ 2,779.72	\$ 32,314.99
17E	2	1,580	2	2.5	\$ 2,650,000	0.4168%	0.3568%	\$ 870.83	\$ 1,839.55	\$ 2,710.38	\$ 2,366.61	\$ 27,586.82
17F	1	1,072	1	2	\$ 1,230,000	0.2643%	0.2276%	\$ 552.39	\$ 1,166.86	\$ 1,719.25	\$ 1,501.19	\$ 17,681.70
18A	3	1,587	3	3	\$ 2,075,000	0.3930%	0.3385%	\$ 821.58	\$ 1,735.51	\$ 2,557.09	\$ 2,232.76	\$ 26,054.83
18B	2	1,439	2	2.5	\$ 1,815,000	0.3584%	0.3069%	\$ 744.96	\$ 1,573.66	\$ 2,318.62	\$ 2,024.54	\$ 23,671.64
18D	3	1,985	3	4	\$ 2,970,000	0.4916%	0.4234%	\$ 1,027.62	\$ 2,170.75	\$ 3,198.37	\$ 2,792.71	\$ 32,483.66
18E	2	1,580	2	2.5	\$ 2,350,000	0.3913%	0.3370%	\$ 817.96	\$ 1,727.85	\$ 2,545.81	\$ 2,222.91	\$ 25,942.11

The accompanying notes should be read in conjunction with this Schedule.

SCHEDULE A

RIVERHOUSE ON ROCKEFELLER PARK
ONE & TWO RIVER TERRACE
NEW YORK, NY

OFFERING PRICES AND RELATED INFORMATION

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF CONDOMINIUM OPERATION COMMENCING NOVEMBER 1, 2007 - OCTOBER 31, 2008

(1) UNIT	(2) APPROX UNIT SQUARE FOOTAGE	(3) APPROX TERRACE FOOTAGE	(4) OFFERING PRICE	(5) % RESIDENTIAL COMMON INTEREST	(6) % COMMON INTEREST	(7) PROJECTED MONTHLY COMMON CHARGES W/ SPONSOR DISCOUNT	(8) PROJECTED MONTHLY PILOT	(9) PROJECTED MONTHLY CHARGES W/ SPONSOR DISCOUNT	(10) PROJECTED MONTHLY PILOT ASSESSMENT AT FULL	(11) SECURITY FUND CONTRIBUTION AT CLOSING
18F	1	1,072	\$ 1,300,000	0.2685%	0.2287%	\$ 554.97	\$ 1,172.32	\$ 1,727.28	\$ 1,506.20	\$ 17,761.99
19A	3	1,567	\$ 2,115,000	0.3949%	0.3401%	\$ 825.40	\$ 1,743.58	\$ 2,588.98	\$ 2,243.15	\$ 26,173.68
19B	2	1,439	\$ 1,865,000	0.3580%	0.3084%	\$ 748.43	\$ 1,580.88	\$ 2,329.40	\$ 2,033.96	\$ 23,779.42
19C	3	1,930	\$ 2,725,000	0.4802%	0.4136%	\$ 1,003.80	\$ 2,120.42	\$ 3,124.22	\$ 2,727.96	\$ 31,722.57
18D	3	1,885	\$ 3,015,000	0.4939%	0.4254%	\$ 1,032.40	\$ 2,180.85	\$ 3,213.25	\$ 2,806.70	\$ 32,512.33
19E	2	1,580	\$ 2,390,000	0.3931%	0.3386%	\$ 821.76	\$ 1,735.89	\$ 2,557.65	\$ 2,233.25	\$ 26,060.44
19F	1	1,072	\$ 1,325,000	0.2687%	0.2297%	\$ 557.55	\$ 1,177.77	\$ 1,735.32	\$ 1,515.22	\$ 17,842.27
20A	3	1,567	\$ 2,185,000	0.3967%	0.3416%	\$ 826.22	\$ 1,751.66	\$ 2,580.88	\$ 2,253.63	\$ 26,292.64
20B	2	1,439	\$ 1,895,000	0.3597%	0.3098%	\$ 751.89	\$ 1,588.30	\$ 2,340.19	\$ 2,043.37	\$ 23,887.19
20D	3	1,985	\$ 3,060,000	0.4962%	0.4273%	\$ 1,037.18	\$ 2,190.94	\$ 3,228.13	\$ 2,818.69	\$ 32,781.00
20E	2	1,580	\$ 2,430,000	0.3949%	0.3401%	\$ 825.57	\$ 1,743.93	\$ 2,569.49	\$ 2,243.89	\$ 26,178.78
20F	1	1,072	\$ 1,350,000	0.2680%	0.2308%	\$ 580.13	\$ 1,183.22	\$ 1,743.35	\$ 1,522.23	\$ 17,922.56
21A	3	1,567	\$ 2,185,000	0.3965%	0.3432%	\$ 833.04	\$ 1,759.72	\$ 2,592.77	\$ 2,263.92	\$ 26,411.40
21B	2	1,439	\$ 1,935,000	0.3614%	0.3112%	\$ 755.36	\$ 1,595.62	\$ 2,350.87	\$ 2,052.79	\$ 23,994.97
21C	3	1,930	\$ 2,800,000	0.4847%	0.4174%	\$ 1,013.09	\$ 2,140.05	\$ 3,153.15	\$ 2,753.22	\$ 32,011.66
21D	3	1,985	\$ 3,105,000	0.4985%	0.4293%	\$ 1,041.96	\$ 2,201.04	\$ 3,243.00	\$ 2,831.68	\$ 32,809.66
21E	2	1,580	\$ 2,470,000	0.3965%	0.3417%	\$ 829.37	\$ 1,751.95	\$ 2,581.33	\$ 2,253.93	\$ 26,297.11
21F	1	1,072	\$ 1,375,000	0.2682%	0.2318%	\$ 582.71	\$ 1,188.87	\$ 1,751.38	\$ 1,529.25	\$ 18,002.85
22A	3	1,567	\$ 2,235,000	0.4003%	0.3448%	\$ 836.87	\$ 1,767.80	\$ 2,604.66	\$ 2,274.30	\$ 26,530.26
22B	2	1,439	\$ 1,975,000	0.3630%	0.3126%	\$ 758.82	\$ 1,602.94	\$ 2,361.76	\$ 2,062.20	\$ 24,102.74
22D	3	1,985	\$ 3,150,000	0.5008%	0.4319%	\$ 1,046.74	\$ 2,211.14	\$ 3,257.86	\$ 2,844.67	\$ 33,058.33
22E	2	1,580	\$ 2,510,000	0.3986%	0.3433%	\$ 833.17	\$ 1,760.00	\$ 2,593.17	\$ 2,264.27	\$ 26,415.45
22F	1	1,072	\$ 1,400,000	0.2704%	0.2329%	\$ 565.29	\$ 1,194.13	\$ 1,759.42	\$ 1,536.26	\$ 18,083.14
23A	3	1,567	\$ 2,275,000	0.4022%	0.3464%	\$ 840.69	\$ 1,775.87	\$ 2,616.58	\$ 2,284.69	\$ 26,949.12
23B	2	1,439	\$ 2,015,000	0.3647%	0.3141%	\$ 762.29	\$ 1,610.25	\$ 2,372.84	\$ 2,071.82	\$ 24,210.52
23C	3	1,930	\$ 2,875,000	0.4891%	0.4212%	\$ 1,022.39	\$ 2,159.89	\$ 3,182.07	\$ 2,778.48	\$ 32,300.76
23D	3	1,985	\$ 3,195,000	0.5030%	0.4332%	\$ 1,051.52	\$ 2,221.23	\$ 3,272.76	\$ 2,857.68	\$ 33,207.00
23E	2	1,580	\$ 2,550,000	0.4004%	0.3448%	\$ 836.98	\$ 1,768.04	\$ 2,605.01	\$ 2,274.81	\$ 26,533.78
23F	1	1,072	\$ 1,425,000	0.2717%	0.2340%	\$ 587.87	\$ 1,199.58	\$ 1,767.45	\$ 1,543.28	\$ 18,163.43
24A	3	1,567	\$ 2,315,000	0.4040%	0.3479%	\$ 844.51	\$ 1,783.94	\$ 2,628.46	\$ 2,285.07	\$ 26,767.98
24B	2	1,439	\$ 2,055,000	0.3663%	0.3155%	\$ 765.75	\$ 1,617.57	\$ 2,383.33	\$ 2,081.04	\$ 24,318.29

The accompanying notes should be read in conjunction with this Schedule.

SCHEDULE A

RIVERHOUSE ON ROCKEFELLER PARK
ONE & TWO RIVER TERRACE
NEW YORK, NY

OFFERING PRICES AND RELATED INFORMATION

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF CONDOMINIUM OPERATION COMMENCING NOVEMBER 1, 2007 - OCTOBER 31, 2008

(1) UNIT	(2) APPROX SQUARE FOOTAGE	(3) APPROX TERRACE FOOTAGE	(4) OFFERING PRICE	(5) % RESIDENTIAL COMMON INTEREST	(6) % COMMON INTEREST	(7) PROJECTED MONTHLY COMMON CHARGES W/ SPONSOR DISCOUNT	(8) PROJECTED MONTHLY PILOT DISCOUNT	(9) PROJECTED TOTAL MONTHLY CHARGES W/ SPONSOR DISCOUNT	(10) PROJECTED MONTHLY PILOT ASSESSMENT AT FULL	(11) SECURITY FUND CONTRIBUTION AT CLOSING
24D	1,985	4	\$ 3,240,000	0.5063%	0.4352%	\$ 1,056.30	\$ 2,231.33	\$ 3,287.63	\$ 2,870.65	\$ 33,355.67
24E	1,580	2.5	\$ 2,590,000	0.4022%	0.3484%	\$ 840.78	\$ 1,778.07	\$ 2,618.85	\$ 2,284.95	\$ 28,852.12
24F	1,072	2	\$ 1,450,000	0.2738%	0.2350%	\$ 570.46	\$ 1,208.03	\$ 1,778.49	\$ 1,550.28	\$ 18,243.72
25A	1,587	3	\$ 2,355,000	0.4058%	0.3495%	\$ 848.33	\$ 1,782.01	\$ 2,630.34	\$ 2,305.46	\$ 28,886.84
25B	1,439	2.5	\$ 2,095,000	0.3680%	0.3160%	\$ 769.22	\$ 1,624.89	\$ 2,394.11	\$ 2,090.45	\$ 24,428.07
25C	1,930	3.5	\$ 2,950,000	0.4835%	0.4251%	\$ 1,031.68	\$ 2,179.32	\$ 3,211.00	\$ 2,803.74	\$ 32,589.86
25D	1,985	4	\$ 3,285,000	0.5076%	0.4372%	\$ 1,081.08	\$ 2,241.43	\$ 3,322.51	\$ 2,883.84	\$ 33,504.34
25E	1,580	2.5	\$ 2,630,000	0.4040%	0.3480%	\$ 844.59	\$ 1,784.11	\$ 2,628.70	\$ 2,285.23	\$ 28,770.48
25F	1,072	2	\$ 1,475,000	0.2741%	0.2361%	\$ 573.04	\$ 1,210.48	\$ 1,783.52	\$ 1,557.31	\$ 18,324.00
26A	1,587	3	\$ 2,335,000	0.4077%	0.3511%	\$ 862.15	\$ 1,800.08	\$ 2,662.24	\$ 2,315.84	\$ 27,005.70
26B	1,439	2.5	\$ 2,135,000	0.3696%	0.3184%	\$ 772.68	\$ 1,632.21	\$ 2,404.89	\$ 2,098.87	\$ 24,533.84
26C	1,980	3.5	\$ 3,330,000	0.5099%	0.4391%	\$ 1,085.88	\$ 2,251.52	\$ 3,337.38	\$ 2,896.82	\$ 33,653.01
26D	1,580	2.5	\$ 2,670,000	0.4058%	0.3495%	\$ 848.39	\$ 1,782.14	\$ 2,630.54	\$ 2,305.63	\$ 28,888.79
26E	1,072	2	\$ 1,500,000	0.2754%	0.2372%	\$ 575.62	\$ 1,215.94	\$ 1,791.55	\$ 1,584.32	\$ 18,404.28
26F	1,587	3	\$ 2,435,000	0.4095%	0.3527%	\$ 855.97	\$ 1,808.18	\$ 2,664.13	\$ 2,326.23	\$ 27,124.56
27A	1,439	2.5	\$ 2,175,000	0.3713%	0.3198%	\$ 778.15	\$ 1,638.53	\$ 2,415.68	\$ 2,109.28	\$ 24,641.52
27B	1,985	3.5	\$ 3,025,000	0.4880%	0.4268%	\$ 1,040.97	\$ 2,196.85	\$ 3,239.83	\$ 2,839.00	\$ 32,876.98
27C	1,580	2.5	\$ 2,710,000	0.5122%	0.4411%	\$ 1,070.64	\$ 2,281.62	\$ 3,352.26	\$ 2,909.61	\$ 33,801.67
27D	1,985	4	\$ 3,375,000	0.4077%	0.3511%	\$ 852.20	\$ 1,800.18	\$ 2,652.38	\$ 2,316.96	\$ 27,007.13
27E	1,072	2	\$ 1,525,000	0.2766%	0.2382%	\$ 578.20	\$ 1,231.39	\$ 1,799.59	\$ 1,571.34	\$ 18,484.58
27F	1,587	3	\$ 2,475,000	0.4113%	0.3542%	\$ 859.79	\$ 1,816.23	\$ 2,676.02	\$ 2,336.61	\$ 27,243.42
27G	1,439	2.5	\$ 2,215,000	0.3730%	0.3212%	\$ 778.61	\$ 1,646.85	\$ 2,428.46	\$ 2,118.70	\$ 24,749.39
27H	1,985	4	\$ 3,420,000	0.5145%	0.4431%	\$ 1,075.42	\$ 2,271.72	\$ 3,347.14	\$ 2,922.60	\$ 33,950.34
27I	1,580	2.5	\$ 2,760,000	0.4095%	0.3527%	\$ 858.00	\$ 1,808.22	\$ 2,666.22	\$ 2,326.30	\$ 27,125.48
27J	1,072	2	\$ 1,550,000	0.2773%	0.2383%	\$ 580.78	\$ 1,226.84	\$ 1,807.62	\$ 1,578.35	\$ 18,584.87
27K	1,587	3	\$ 2,515,000	0.4131%	0.3558%	\$ 863.81	\$ 1,824.30	\$ 2,688.11	\$ 2,347.00	\$ 27,362.28
27L	1,439	2.5	\$ 2,265,000	0.3745%	0.3228%	\$ 783.08	\$ 1,654.17	\$ 2,437.25	\$ 2,128.12	\$ 24,857.17
27M	1,930	3.5	\$ 3,100,000	0.5024%	0.4327%	\$ 1,050.27	\$ 2,185.81	\$ 3,238.86	\$ 2,854.25	\$ 33,168.05
27N	1,985	4	\$ 3,465,000	0.5168%	0.4451%	\$ 1,080.20	\$ 2,281.81	\$ 3,362.01	\$ 2,935.59	\$ 34,099.01
27O	1,580	2.5	\$ 2,780,000	0.4113%	0.3542%	\$ 859.81	\$ 1,816.25	\$ 2,676.05	\$ 2,336.64	\$ 27,243.80
27P	1,072	2	\$ 1,575,000	0.2791%	0.2404%	\$ 583.36	\$ 1,232.29	\$ 1,815.65	\$ 1,585.37	\$ 18,645.16

The accompanying notes should be read in conjunction with this Schedule.

SCHEDULE A

RIVERHOUSE ON ROCKEFELLER PARK
ONE & TWO RIVER TERRACE
NEW YORK, NY

OFFERING PRICES AND RELATED INFORMATION

PROJECTED COMMON CHARGES AND REAL ESTATE TAXES ARE FOR
THE FIRST YEAR OF CONDOMINIUM OPERATION COMMENCING NOVEMBER 1, 2007 - OCTOBER 31, 2008

(1) UNIT	NO. BED- ROOMS	NO. BATHS	(2) APPROX SQUARE FOOTAGE	(3) APPROX TERRACE SQUARE FOOTAGE	(4) OFFERING PRICE	(4a) RESIDENTIAL COMMON INTEREST	(4b) COMMON INTEREST	(5) PROJECTED MONTHLY COMMON CHARGES W/ SPONSOR DISCOUNT	(6) PROJECTED MONTHLY PILOT	(7) TOTAL MONTHLY CHARGES W/ SPONSOR DISCOUNT	(8) PROJECTED MONTHLY PILOT ASSESSMENT AT FULL	(9) SECURITY FUND CONTRIBUTION AT CLOSING
30A	3	3	1,587		\$ 2,550,000	0.4150%	0.3574%	\$ 867.44	\$ 1,832.37	\$ 2,699.81	\$ 2,357.38	\$ 27,481.14
30B	2	2.5	1,439		\$ 2,300,000	0.3763%	0.3241%	\$ 786.54	\$ 1,661.49	\$ 2,448.03	\$ 2,137.64	\$ 24,954.94
30D	3	4	1,885		\$ 3,510,000	0.5190%	0.4470%	\$ 1,084.98	\$ 2,291.81	\$ 3,376.89	\$ 2,948.58	\$ 34,247.68
30E	2	2.5	1,580		\$ 2,850,000	0.4131%	0.3558%	\$ 863.61	\$ 1,824.29	\$ 2,687.90	\$ 2,346.98	\$ 27,382.13
30F	1	2	1,072		\$ 1,815,000	0.2803%	0.2414%	\$ 585.94	\$ 1,237.75	\$ 1,823.69	\$ 1,592.36	\$ 18,725.45
PH31A	3	3	1,585		\$ 2,875,000	0.4189%	0.3608%	\$ 878.65	\$ 1,849.72	\$ 2,725.37	\$ 2,379.70	\$ 27,736.61
PH31B	2	2.5	1,431		\$ 2,450,000	0.3759%	0.3237%	\$ 786.81	\$ 1,659.53	\$ 2,445.15	\$ 2,135.02	\$ 24,938.11
PH31C	3	3.5	1,930		\$ 3,325,000	0.5069%	0.4366%	\$ 1,059.58	\$ 2,238.22	\$ 3,297.78	\$ 2,879.51	\$ 33,457.15
PH31D	3	4	1,985		\$ 3,600,000	0.5213%	0.4480%	\$ 1,089.76	\$ 2,302.01	\$ 3,391.76	\$ 2,961.57	\$ 34,398.35
PH31E	2	2.5	1,595		\$ 3,000,000	0.4163%	0.3585%	\$ 870.18	\$ 1,838.13	\$ 2,708.29	\$ 2,364.78	\$ 27,686.85
PH31F	1	2	1,084		\$ 1,700,000	0.2847%	0.2452%	\$ 595.11	\$ 1,257.12	\$ 1,852.23	\$ 1,617.30	\$ 19,010.65
PH32A	3	3	1,585		\$ 2,925,000	0.4207%	0.3624%	\$ 879.49	\$ 1,857.84	\$ 2,737.33	\$ 2,380.14	\$ 27,858.07
PH32B	2	2.5	1,431		\$ 2,600,000	0.3775%	0.3251%	\$ 789.05	\$ 1,666.81	\$ 2,455.87	\$ 2,144.38	\$ 25,043.28
PH32D	3	4	1,885		\$ 3,750,000	0.5236%	0.4510%	\$ 1,094.94	\$ 2,312.10	\$ 3,406.64	\$ 2,974.58	\$ 34,545.01
PH32E	2	2.5	1,585		\$ 3,150,000	0.4181%	0.3601%	\$ 873.98	\$ 1,846.19	\$ 2,720.16	\$ 2,375.16	\$ 27,684.56
PH32F	1	2	1,084		\$ 1,850,000	0.2859%	0.2463%	\$ 597.72	\$ 1,262.63	\$ 1,860.35	\$ 1,624.39	\$ 19,091.84
RESIDENTIAL TOTAL	616	207.5	409,589	7,426	\$572,725,000	100.0000%	86.1240%	\$ 208,543.83	\$ 441,562.83	\$ 650,106.67	\$ 588,078.33	\$ 6,633,379.00
CAFE UNIT					N/A	N/A	0.3039%	\$ 493.33	N/A	\$ 493.33	N/A	N/A
PUBLIC LIBRARY					N/A	N/A	2.3477%	\$ -	N/A	\$ -	N/A	N/A
POET'S HOUSE UNIT					N/A	N/A	2.6972%	\$ -	N/A	\$ -	N/A	N/A
W.H.E.C. UNIT*					N/A	N/A	0.8646%	\$ -	N/A	\$ -	N/A	N/A
GARAGE UNIT					N/A	N/A	7.6626%	\$ -	N/A	\$ -	N/A	N/A
COMMERCIAL TOTAL					N/A	N/A	13.8780%	\$ 15,895.25	N/A	\$ 15,401.92	N/A	N/A
GRAND TOTAL	816	207.5	409,589	7,426	\$572,725,000	100.0000%	100.0000%	\$ 224,439.08	\$ 441,562.83	\$ 666,001.92	\$ 588,078.33	\$ 6,633,379.00

*World Hunger Education Center Unit

This accompanying notes should be read in conjunction with this Schedule.

Notes to Schedule A

- 1 Set forth in column numbered (1), titled "Unit," is the Unit's designation in the Building and the Offering Plan.
- 2 Residential Unit Plans depicting layouts of Residential Units in this Schedule A appear in Part II of the Plan. Purchasers should note that the square footage of each Residential Unit as reflected in Schedule A and the Floor Plans set forth in Part II of the Plan is approximate and may change due to field conditions and construction variances and tolerances. No such variation will affect a Purchaser's obligations under a Purchase Agreement or the Plan unless the net square footage area of the Unit is diminished by more than 5%. Sponsor's sole obligation if the square foot area is diminished by more than 5% shall be to refund to Purchaser the Down Payment made under the Purchase Agreement and any interest earned thereon. Each Unit will be measured horizontally from the outside face of the exterior walls of the building to the centerlines of the drywall partitions separating one Space from another Space or Mechanical Equipment Space, to the corridor side face of Public Corridors, or to the face of the concrete shear walls of the Elevators/Stairs Core which are adjoining the Space. Areas are measured on a median in the case of non-orthogonal spaces.

As is often the case in New York, these square foot areas exceed the usable floor area of each Unit. Columns, mechanical pipes' shafts, shaftways, chases, chaseways and conduits may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. The clearance between the top of the floor slab and the bottom of the finish ceiling in the Units varies. Certain Units may have less clearance and certain rooms within other Units may have a lesser clearance as the result of construction variances or the presence of beams and mechanical spaces in such Units. Please refer to the Description of Property in Part II of the Plan for further details. Purchasers are further advised that Sponsor has reserved the right to negotiate with individual purchasers to perform special work which may require a modification in floor plans for certain Residential Units and accordingly the layout of the Units and Common Elements may vary. The room count for each Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York.

- 3 No change will be made in the purchase prices other than pursuant to a duly filed amendment to the Plan filed in advance of any such change, except that Sponsor reserves the right to decrease purchase prices or modify other terms of sale without filing an amendment to the Plan at any time during the offering period if such a decrease in the purchase price or modification of such other terms of sale does not constitute a general offering or an advertised price but is rather the result of an individually negotiated transaction. In addition to the purchase price, Purchaser will be responsible at Closing for certain closing costs as explained in the Section entitled "Closing Costs and Adjustments" located in Part I of the Plan. At Closing, each Purchaser shall be obligated to reimburse Sponsor for a portion of the Security Fund equal to the estimated annual Residential Proportionate Rent attributable to

such Residential Unit as set forth in the Schedule of Security Fund Contributions located in Part I of the Plan. Purchasers are advised to consult with their attorneys as to the exact closing costs they will incur in purchasing their Units.

- 4(a) The respective Common Interest of each Unit in the Common Elements, in accordance with the provisions of Section 339-i(1)(iv) of the New York Condominium Act, is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. In the event that Sponsor negotiates with individual purchasers to change the layout or dimensions of their respective Residential Units and such changes involve the inclusion, in the Residential Unit, of areas formerly designated as Common Elements, or involve adding to the Common Elements space that was previously incorporated in the Residential Units, the Common Interest of all of the Residential Units may change slightly. Any such change in the Common Interest allocated to a Residential Unit prior to the recording of the Declaration shall not be deemed a material change and shall not give rise to a right of rescission on the part of any purchaser.
- 4(b) The percent interest of each Residential Unit in the Residential Common Elements is apportioned in the same proportion that the Residential Unit Common Elements bears to the aggregate Common Interests of all Residential Units.
- 5 The estimates contained in this schedule were computed by Sponsor's Condominium Budget Expert on the assumption that the First Year of Condominium operation will be the year from November 1, 2007 through October 31, 2008, and are based on such Condominium Budget Expert's estimate of the receipts and expenses of the Condominium for the projected First Year minus the Discount as described below and in the Introduction section located in Part I of the Plan. Sponsor makes no representation regarding the commencement date or the estimated receipts and expenses for the First Year of Condominium operation which may be greater than or less than the estimated figures set forth in the proposed budget. The actual First Year of Condominium operation may be earlier or later than such year. If the actual or anticipated date of commencement of condominium operation is delayed by more than six (6) months from the commencement of the projected First Year of Condominium operation, Sponsor will amend the Plan to include a revised budget disclosing current projections. If the total of such amended projections exceed original projections by twenty-five (25%) percent or more, Sponsor will offer all purchasers the right to rescind for a period of fifteen (15) days after the date of the presentation of the amendment setting forth the right to rescind.

The estimated monthly Residential Common Charges for each Residential Unit are based on the Schedule B - Projected Budget for First Year of Condominium Operation prepared by Sponsor's Condominium Budget Expert. The estimated monthly Residential Common Charges include Rent due under the Lease and PILOT as well as the cost of central heating for the Units. Each individual Residential Unit is provided with an incremental HVAC air conditioning unit. The maintenance and operating cost of the HVAC units are borne by the

individual Residential Unit Owners. Please refer to Schedule B-I "Energy Costs Projection" from Cosentini Associates, consulting engineer, for further information regarding estimated energy costs. In addition to these estimated payments, each Residential Unit Owner will be responsible for mortgage payments under a loan or loans, if any, obtained to finance the purchase of the Residential Unit, the cost of electricity supplied to the Residential Unit which will be separately metered and payable directly to the utility company, the insurance which must be carried by each Residential Unit Owner with respect to liability and casualty to the contents of the Unit and the cost of interior repairs and decorations to the Residential Unit. PILOT shall be part of Common Expenses. Until the Units are separately assessed, PILOT will be paid by each Unit Owner in the proportion that the Common Interest of such Residential Unit Owner bears to the aggregate Residential Common Interest of all Unit Owners. After the Units are separately assessed, PILOT shall be paid by each Unit Owner based upon the most recent assessment for such Unit and the applicable tax rate for the period in question. In addition, capital repairs, additions, improvements, alterations and restorations to Residential Section are Residential Common Expenses which will be borne solely by the Residential Unit Owners.

For a period of five years from the First Closing (the "Discount Term"), Sponsor has agreed to reduce the Residential Common Charges payable by each Residential Unit Owner by contributing the aggregate sum of \$13,000,000 (the "Discount"). Sponsor's obligation to pay the Discount is not secured by any bond or other security. Notwithstanding the foregoing the Sponsor represents that it has the financial ability to fund the Discount. The Discount shall be paid monthly to the Condominium Board in the following amounts:

Year 1	- \$2,500,000 per annum
Year 2	- \$3,000,000 per annum
Year 3	- \$2,500,000 per annum
Year 4	- \$2,250,000 per annum
Year 5	- \$1,500,000 per annum
Year 6	- \$1,250,000 per annum

The first year of the Discount will reduce the Residential Common Charges payable by the Residential Unit Owner by approximately fifty percent (50%). Should Sponsor fail to fund the Discount the Residential Common Charges for the First Year of Operation shall increase by approximately fifty percent (50%). After the expiration of the Discount the Residential Common Charges payable by the Residential Unit Owners shall substantially increase. No portion of the "Discount" shall be deemed to apply to the PILOT allocable to each Residential Unit. The Discount shall be paid in equal monthly installments by Sponsor except that the first and last payment shall be prorated on the basis of the day of the month in which the First Closing occurs. The Residential Common Charges due from each Residential Unit Owner during the first year of Condominium operation, after receipt of the monthly payment of the Discount is set forth on the Schedule A. If a Residential Unit Owner sells such Unit Owner's Residential Unit during the Discount Term the purchaser thereof shall be entitled to the benefits of the Discount for the balance of the Discount Term. Each

Residential Unit Owner will receive a monthly credit against the Residential Common Charges otherwise due during the Discount Term.

The cost of improvements, repairs, replacement, alterations and additions to the Residential Section will be Residential Common Expenses which will be determined by the Residential Board and assessed against all Residential Unit Owners in proportion to their respective Residential Common Interests. The estimated Residential Common Charges for each Residential Unit for the First Year of Condominium operation are set forth in Schedule A.

- 6 Since it is anticipated that the Building will not be fully completed by January 5, 2008 (the taxable status date for tax year 2008/2009), the first fully assessed tax year will be 2008/2009. Based on an opinion prepared by William K. Block P.C. dated April 10, 2006, the assessed valuation upon completion of that portion of the Building attributable to the residential portion of the Building for the tax year 2008/2009 will be \$54,993,070 based on a projected tax rate of \$12.3960 per \$100 of assessed valuation.

It is estimated by Mr. Block that commencing with Tax Year 2008/2009 the actual taxes for the Building will be greater than the PILOT. However, for the First Year of Condominium operation (Tax Year 2007/2008) the minimum PILOT payment due by the Residential Unit Owners will be \$4,539,5661 (which is the third tax year under the Lease). SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED. Please refer to the Section of the Plan entitled " ('PILOT') of Taxes" for further discussion regarding PILOT for the residential portion of the Property.

The PILOT estimates for each Residential Unit were calculated on the assumption that the PILOT for the residential portion of the Building payable with respect to each Residential Unit for the First Year of Condominium operation will be allocated in proportion to each Residential Unit's Common Interest. Upon determination of individual tax lots and individual Residential Unit assessment, the New York City tax authorities may allocate taxes between the Residential Units in proportion to each Residential Unit's purchase price rather than its Common Interest, and, if so, Residential Units having the same or similar percentage interest may pay different PILOT and PILOT may differ from those set forth on Schedule A.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT A GUARANTEE OR WARRANTY REGARDING (i) whether the New York City tax assessor will allocate individual Residential Unit assessments on the basis of each Residential Unit's Common Interest; (ii) the assessed values of the residential portion of the Property during the First Year of Condominium operation or (iii) the tax rate in effect during the First Year of Condominium operation.

No warranties are made that the assessments of the individual Residential Units amongst the Residential Units will be arrived at in a manner stated above. The Department of Finance of the City of New York may arrive at individual Unit

assessments (or the apportionment of the entire value of the Property) which are different from those projected by William K. Block P.C. and may use a methodology which varies from that set forth herein. For example, the City of New York may apportion the total tax due for the Property among the individual Unit Owners in proportion to the relative value of each Unit as indicated by the Offering Prices set forth in the initial Offering Plan or any amendment to the Offering Plan. In such event, Sponsor makes no representation as to what Purchase Prices would be used by the City of New York.

No warranties are made that the assessments of the individual Residential Units amongst the Residential Units will be arrived at in a manner stated above. The Department of Finance of the City of New York may arrive at individual Unit assessments (or the apportionment of the entire value of the Property) which are different from those projected by William K. Block P.C. and may use a methodology which varies from that set forth herein. For example, the City of New York may apportion the total tax due for the Property among the individual Unit Owners in proportion to the relative value of each Unit as indicated by the Offering Prices set forth in the initial Offering Plan or any amendment to the Offering Plan. In such event, Sponsor makes no representation as to what Purchase Prices the City of New York would use.

There can be no assurance that there will not be a further increase in the assessed valuation of the Units comprising the Property and/or an increase in the tax rate above those projected for tax year 2007/2008, 2008/2009 or subsequent years.

If on the date of the First Unit Closing each of the Units shall not have been separately assessed as an independent tax lot, then until such time as said independent tax assessment shall be made and in effect each Residential and Commercial Unit Owner, including Sponsor, shall be nonetheless responsible for the cost of their proportionate amount of the aggregate PILOT payment for the Property as determined by their percentage of Common Interest, multiplied by the aggregate PILOT payment assessed against the entire Property as apportioned to all the Residential Units or the Commercial Unit, as the case may be.

In the event the Units have not been separately assessed as independent tax lots at the First Unit Closing Sponsor shall place in escrow at such time an amount equal to the unpaid PILOT payments for the shorter period of (i) six months from the First Unit Closing or (ii) the period from the First Unit Closing until the Units are separately assessed. Sponsor will pay the PILOT payments from this escrow account as they become due and payable. However, at Unit closings individual purchasers shall adjust PILOT payments with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax period within which the closing date occurs. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of actual

apportionment, it shall be made at that time. Should tax lots not be apportioned by the end of the tax period in which a Unit closing occurs, Sponsor shall be entitled to reimbursement from the Unit Owner for PILOT payments as they are paid. Such reimbursement shall be per such Unit Owner's percentage of Common Interest.

There can be no assurance that there will not be a further increase in the assessed valuation of the Units comprising the Property and/or an increase in the tax rate above those projected for the tax year 2007/2008, 2008/2009 or subsequent years.

See the Section entitled "Taxes – Deductions to Residential Unit Owners and Tax Status of Condominium" and the Tax Opinion of D'Agostino, Levine & Landesman, LLP located in Part I of the Plan for a discussion concerning the deductibility of PILOT paid with respect to a Residential Unit.

- 7 The figures in this column numbered (7) equal the sum of the Projected Monthly Common Charges With Sponsor Discount (First Year) and the Projected Monthly PILOT (First Year).
- 8 Upon 100% completion by Sponsor which is assumed to be prior to January 5, 2008 for assessment purposes, and the implementation of the post-construction actual total assessment of the Property as projected by William K. Block, P.C., the estimated monthly PILOT payment for the period July 1, 2008 to June 30, 2009 for each of the Residential Units is set forth in column numbered (8).

Upon 100% completion, the post-construction actual total assessed valuation for all the Residential Units has been projected by William K. Block, P.C. as \$54,993,070. This projected actual total assessed valuation for all of the Residential Units is assumed to be effective as of July 1, 2008. Further, William K. Block, P.C. has projected the 2008/2009 tax rate for the Residential Units to be 12.396%.

PLEASE NOTE THAT BASED UPON THE PROJECTED AGGREGATE 2008/2009 POST-CONSTRUCTION ACTUAL TOTAL ASSESSMENT FOR ALL THE RESIDENTIAL UNITS OF \$54,993,070 AND A PROJECTED TAX RATE OF 12.396% FOR THE RESIDENTIAL UNITS, THE PILOT PAYMENTS DUE FOR THE ENTIRE 2008/2009 TAX YEAR WOULD BE APPROXIMATELY \$6,816,940 FOR THE RESIDENTIAL UNITS, WHICH, WHEN COMPARED ON AN ANNUALIZED BASIS, ARE SUBSTANTIAL INCREASES IN THE PILOT PAYMENTS ESTIMATES SET FORTH IN COLUMN NUMBERED (6) FOR EACH OF THE UNITS.

- 9 To secure the obligations of the Residential Unit Owners under the Lease, including Sponsor or its designee as owner of Unsold Residential Units, immediately prior to the First Closing, Sponsor shall deposit with Landlord, cash in the amount equal to \$6,663,379 (the "Security Fund Amount") which is an estimate of the Proportionate Rent due from all Residential Unit Owners for a one (1) year period as of the Determination Date (as hereinafter defined).

Under the terms of the Lease, the Security Fund Amount will be recalculated to reflect the PILOT due based upon the actual aggregate assessment of each Residential Unit as of the date a temporary certificate of occupancy has issued for all of the Units and such Units have been separately assessed (the "Determination Date"). The Security Fund Amount and any interest or income earned thereon are referred to herein as the "Security Fund." In the event that the actual assessments of the Residential Units as of the Determination Date are higher than originally estimated, the Condominium Board will be required to deposit the shortfall into the Security Fund within one hundred twenty (120) days after notice of such calculation is given by Landlord to the Condominium Board. In such event the Condominium Board may be required to assess Residential Unit Owners. In the event that the actual aggregate assessments of the Residential Units as of the Determination Date are lower than originally estimated, Landlord will reimburse the excess to the Condominium Board and the Condominium Board shall allocate and distribute the reimbursement to each Residential Unit Owner pro rata in accordance with their respective Residential Common Interests. Landlord does not guarantee the value of the Security Fund and the Security Fund may be uninsured.

Upon the purchase of each Residential Unit, the Purchaser shall be obligated to reimburse Sponsor at Closing for a portion of the Security Fund equal to the Proportionate Rent, based upon each Unit's percentage Residential Common Interest attributable to such Residential Unit for the First Year of the Condominium Operation.

4. There are no other material changes to the terms of the Offering Plan, except those in this Amendment.

Dated: Nov 9, 2007

Sponsor:

Site 16/17 Development LLC

By: BPC Mezz LLC

By: Sheldrake Site 16/17 Development LLC,
its Administrative Managing Member

By: Site 16/17 Investors LLC, its Manager

By: 

J. Christopher Daly, Managing Member